

ALVERSON TAYLOR & SANDERS
LAWYERS
6605 GRAND MONTECITO PKWY STE 200
LAS VEGAS, NV 89149
(702) 384-7000

ALVERSON TAYLOR & SANDERS
JONATHAN B. OWENS, ESQ.
Nevada Bar No. 7118
6605 Grand Montecito Pkwy, Ste. 200
Las Vegas, NV 89149
Telephone: 702-384-7000
Facsimile: 702-385-7000
efile@alversontaylor.com
jowens@alversontaylor.com
*Attorneys for Defendant,
Sunbeam Products, Inc. and
and Newell Brands Inc.*

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

CHRISTINE LAYTON,

Plaintiff,

vs.

SUNBEAM PRODUCTS, INC., A FOREIGN
CORPORATION, NEWELL BRANDS, A
FOREIGN CORPORATION, DOES 1
THROUGH 10, INCLUSIVE and ROE
CORPORATIONS 1 THROUGH 10,
INCLUSIVE.

Defendant.

Civil Action No:

NOTICE OF REMOVAL

Defendants SUNBEAM PRODUCTS, INC. and NEWELL BRANDS INC.
("Defendants"), by their attorneys, Alverson Taylor, pursuant to 28 U.S.C. §§ 1332, 1441 and
1446, submit this Notice of Removal with respect to the above-captioned matter, which was
commenced and is now pending in the District Court of Clark County Nevada, under Docket
Number A-21-830737-C, Department No. 29, to the United States District Court for the District
of Nevada, Las Vegas Division. In support of said Notice, Defendants state as follows:

////

ALVERSON TAYLOR & SANDERS
LAWYERS
6605 GRAND MONTECITO PKWY STE 200
LAS VEGAS, NV 89149
(702) 384-7000

BACKGROUND

1
2 1. This lawsuit is a civil action within the meaning of 28 U.S.C. §§ 1441(a) and
3 1446(b).

4 2. On or about March 8, 2021, Plaintiff Christine Layton filed her Complaint in the
5 District Court of Clark County Nevada, under Docket Number A-21-830737-C. A copy of
6 Plaintiff's Complaint is attached hereto as **Exhibit A**.

7
8 3. Sunbeam Products, Inc., was served and first received a copy of the Complaint on
9 May 14, 2021.

10 4. Newell Brands, Inc., Sunbeam's parent corporation, was as served and first
11 received a copy of the Complaint on May 17, 2021. (**Exhibit B**, Service of Process on Newell
12 Brands Inc.).

13 5. This Notice of Removal is filed within 30 days of receipt of the initial pleading by
14 Defendants, and within one year of the commencement of this action, as mandated by 28 U.S.C.
15 § 1446(b). Accordingly, removal is timely.
16

17 **AMOUNT IN CONTROVERSY/JURISDICTION**

18 6. Plaintiff's Complaint alleges claims for relief against Defendants sounding in
19 products liability with pleaded allegations of negligence, strict liability, breach of express
20 warranty, breach of implied warranty of fitness for a particular purpose, and breach of implied
21 warranty on merchantability. (**Exhibit A**).

22 7. Plaintiff's Complaint also alleges punitive damages. (**Exhibit A**).

23
24 8. Based on the following averments in Plaintiff's Complaint, and although
25 Defendants deny all liability to Plaintiff, Defendants have reason to believe that this action
26 satisfies the amount in controversy requirement of 28 U.S.C. § 1332(a)(1) as the amount in
27 controversy in this action exceeds \$75,000, exclusive of interest and costs:
28

ALVERSON TAYLOR & SANDERS
LAWYERS
6605 GRAND MONTECITO PKWY STE 200
LAS VEGAS, NV 89149
(702) 384-7000

a. Plaintiff's Complaint alleges that Plaintiff was injured by a heating pad product that caused "a large second degree burn to her right upper back culminating in a massive blister on her back requiring medical attention and medication."

(**Exhibit A**, Plaintiff's Complaint, ¶ 12.)

b. Plaintiff's Complaint further alleges that Plaintiff "sustained physical injury, damages, and disfigurement which may permanent and disabling in nature".

(**Exhibit A**, Plaintiff's Complaint, ¶ 14.)

c. Plaintiff's Complaint further alleges that "Plaintiff had limited occupational and recreational activities which have caused and shall continue to cause Plaintiff loss of earning capacity, lost wages, physical impairment, mental anguish, and loss of enjoyment of life in a presently unascertainable amount." (**Exhibit A**, Plaintiff's Complaint, ¶ 16.)

d. Further, Plaintiff's Complaint alleges punitive damages against Defendants. (**Exhibit A**, Plaintiff's Complaint, ¶ 63.)

Based on the above averments, it is clear that Plaintiff's claim against Defendants is in excess of \$75,000.

DIVERSITY OF CITIZENSHIP

9. At the commencement of this action and at all times relevant hereto, Plaintiff has been a citizen and resident of Nevada. (**Exhibit A**, Plaintiff's Complaint, ¶1).

10. Defendant Sunbeam Products, Inc. is a corporation organized and existing under the laws of the State of Delaware and has its principal place of business in Boca Raton, Florida and is therefore a citizen of the States of Florida and Delaware.

ALVERSON TAYLOR & SANDERS
LAWYERS
6605 GRAND MONTECITO PKWY STE 200
LAS VEGAS, NV 89149
(702) 384-7000

1 11. Defendant Newell Brands, Inc., is a corporation organized and existing under the
2 laws of the State of Delaware and has its principal place of business in Atlanta, Georgia and is
3 therefore a citizen of the States of Georgia and Delaware.

4 12. No other parties have been identified in this matter that would defeat diversity
5 jurisdiction.

6 13. Given the facts and circumstances set forth above, this constitutes an action which
7 originally could have been brought before this Court pursuant to 28 U.S.C. § 1332 and which
8 may be removed pursuant to 28 U.S.C. § 1441(a), as it is a civil action between citizens of
9 different States and in which citizens or subjects of a foreign state are additional parties, and the
10 amount in controversy, upon information and belief, will exceed the sum or value of \$75,000,
11 exclusive of interest and costs.

12 14. This Court has subject-matter jurisdiction on the basis of diversity of citizenship
13 under 28 U.S.C. § 1332. Venue is proper pursuant to 28 U.S.C. § 1441(a) as this is the Federal
14 District Court for the District where the State Court suit is pending.

15 15. Pursuant to 28 U.S.C. § 1446(a), a copy of all process, pleadings, and orders
16 served upon the Defendant in this action as of the date of filing of this Notice of Removal are
17 attached as **Exhibit A** and **Exhibit B**.

18 16. This Notice of Removal will be served on all adverse parties in accordance with
19 28 U.S.C. § 1446.

20 17. A true and correct copy of this Notice of Removal will be filed with the clerk of
21 the District Court for Clark County Nevada, in accordance with 28 U.S.C. § 1446.

22 WHEREFORE, Defendants Sunbeam Products, Inc. and Newell Brands, Inc., hereby file
23 this Notice of Removal so that the entire State Court action under Docket No. A-21-830737-C,
24
25
26
27
28

now pending in the District Court for Clark County Nevada, is removed to this Court for all further proceedings.

DATED this 24 day of May, 2021.

ALVERSON TAYLOR & SANDERS




JONATHAN B. OWENS, ESQ.
Nevada Bar No. 7118
6605 Grand Montecito Pkwy, Ste. 200
Las Vegas, NV 89149
*Attorneys for Defendant,
Sunbeam Products, Inc. and
Newell Brands Inc.*

CERTIFICATE VIA CM/ECF

Pursuant to FRCP 5, I hereby certify that I am an employee of ALVERSON TAYLOR & SANDERS and that on the 24th day of May 2021, I caused to be served via CM/ECF a true and correct copy of the document described herein.

Document Served: NOTICE OF REMOVAL

Clark Seegmiller, Esq.
RICHARD HARRIS LAW FIRM
801 South Fourth Street
Las Vegas, NV 89101
Tel: 702-444-4444
Fax: 702-444-4455
Email: clark@richardharrislaw.com
Attorneys for Plaintiff


An Employee of ALVERSON TAYLOR
& SANDERS

j:\z-client\27220\pleadings\notice of removal.docx

ALVERSON TAYLOR & SANDERS
LAWYERS
6605 GRAND MONTECITO PKWY STE 200
LAS VEGAS, NV 89149
(702) 384-7000

EXHIBIT A

EXHIBIT A



Notice of Service of Process

Transmittal Number: 23204013
Date Processed: 05/14/2021

Primary Contact: Marc P. Clements
Jarden Corporation
3600 North Hyrdaulic Street
Wichita, KS 67219-3812

Entity:	Sunbeam Products, Inc. Entity ID Number 3672673
Entity Served:	Sunbeam Products, Inc.
Title of Action:	Christine Layton vs. Sunbeam Products Inc
Matter Name/ID:	Christine Layton vs. Sunbeam Products Inc (11232682)
Document(s) Type:	Summons/Complaint
Nature of Action:	Product Liability
Court/Agency:	Clark County District Court, NV
Case/Reference No:	A-21-830737-C
Jurisdiction Served:	Florida
Date Served on CSC:	05/13/2021
Answer or Appearance Due:	20 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Clark 702-444-4444

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

3/8/2021 6:11 PM

SEI

CLARK SEEGMILLER, ESQ.

Nevada Bar No. 3873

RICHARD HARRIS LAW FIRM


801 South Fourth Street

Las Vegas, Nevada 89101

Telephone: (702) 444-4444

Facsimile: (702) 444-4455

Email: clark@richardharrislaw.com*Attorneys for Plaintiff*


 Ernest D. Moody III
 Certified Process Server #229
 Second Judicial Circuit of Florida
 Date: 5/13/21 Time: 11:55am

**DISTRICT COURT
CLARK COUNTY, NEVADA**

CHRISTINE LAYTON, AN INDIVIDUAL,

Plaintiff,

vs.

SUNBEAM PRODUCTS, INC., A FOREIGN
CORPORATION, NEWELL BRANDS, A
FOREIGN CORPORATION, DOES 1
THROUGH 10, INCLUSIVE and ROE
CORPORATIONS 1 THROUGH 10,
INCLUSIVE.

Defendants.

CASE NO: A-21-830737-C

CASE NO.:

DEPT NO.: Department 29

SUMMONS

**NOTICE: YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT
YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION
BELOW.**

TO THE DEFENDANT:

SUNBEAM PRODUCTS, INC.
c/o CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, Florida 32301-2525

A civil complaint has been filed by the plaintiff(s) against you for the relief set forth in the complaint. If you intend to defend this lawsuit, within 20 days after this summons is served on you exclusive of the day of service, you must do the following:

- a. File with the clerk of this court, whose address is shown below, a formal written response to the complaint in accordance with the rules of the court.
- b. Serve a copy of your response upon the attorney at the address as shown above.

1 Unless you respond, a default against you will be entered upon application of the plaintiff(s) and this
2 court may enter a judgment against you for the relief demanded in the complaint, which could result in the
3 taking of money or property or other relief requested. If you intend to seek the advice of an attorney in this
4 matter, you should do so promptly so that your response may be filed on time.

4 Issued at the direction of:

STEVEN D. GRIERSON, CLERK OF THE COURT

6 /s/ Clark Seegmiller

7 Clark Seegmiller, Esq.
8 Nevada Bar No. 3873

By: Robyn Rodriguez

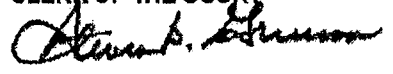
DEPUTY CLERK
Robyn Rodriguez

3/9/2021

Date

RICHARD HARRIS
LAW FIRM

Electronically Filed
3/8/2021 6:11 PM
Steven D. Grierson
CLERK OF THE COURT



1 **COMP**

2 CLARK SEEGMILLER, ESQ.

3 Nevada Bar No. 3873

4 **RICHARD HARRIS LAW FIRM**

5 801 South Fourth Street

6 Las Vegas, NV 89101

7 Telephone: (702) 444-4444

8 Facsimile: (702) 444-4455

9 Email: Clark@richardharrislaw.com

10 *Attorneys for Plaintiff*

CASE NO: A-21-830737-C
Department 29

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 CHRISTINE LAYTON, AN INDIVIDUAL,

14 Plaintiff,

15 vs.

16 SUNBEAM PRODUCTS, INC, A FOREIGN
17 CORPORATION, NEWELL BRANDS, A
18 FOREIGN CORPORATION, DOES 1
19 THROUGH 10, INCLUSIVE and ROE
20 CORPORATIONS 1 THROUGH 10,
21 INCLUSIVE,

22 Defendants.

CASE NO.
DEPT. NO.

COMPLAINT

23 COMES NOW, Plaintiff, CHRISTINE LAYTON, AN INDIVIDUAL, by and through her
24 counsel of record, CLARK SEEGMILLER, ESQ. of the RICHARD HARRIS LAW FIRM and for her
25 causes of action against the Defendants, and each of them, complains and alleges as follows:

26 **I.**

27 **PARTIES**

28 1. At all times relevant to these proceedings, Plaintiff, CHRISTINE LAYTON, an individual, (hereinafter referred to as "Plaintiff") was and is a resident of the County of Clark, State of Nevada.

1 2. Upon information and belief, at all times referenced herein, Defendant SUNBEAM
2 PRODUCTS, INC. (hereinafter referred to as "Sunbeam") was and is a foreign corporation duly
3 organized and existing to do business in the State of Nevada and a subsidiary of DEFENDANT,
4 NEWELL BRANDS and was doing business in the County of Clark, State of Nevada.
5

6 3. Upon information and belief, at all times referenced herein, Defendant NEWELL
7 BRANDS, (hereinafter referred to as "Newell") was and is foreign corporation duly organized and
8 existing to do business in the State of Nevada and was doing business in the County of Clark, State of
9 Nevada. Further, upon information and belief, Newell was and is a global manufacturer or distributor
10 of Sunbeam branded heating pad products for the residential, commercial and industrial market and
11 who markets its products to persons who have pain and physical limitations.
12

13 4. Pursuant to NRCP 10(a) and *Nurenberger Hercules-Wreke GMBH v. Virostek*, 107 Nev.
14 873, 822 P.2d 1100 (1991), the identity of resident and non-resident Defendants designated herein as
15 DOES 1 through 10, inclusive and ROE CORPORATIONS 1 through 10, inclusive, are presently
16 unknown to Plaintiff. Upon information and belief these ROE and DOE CORPORATION Defendants,
17 and each of them, were involved in the initiation, approval, support, or execution of one or more of the
18 wrongful acts or omissions upon which this action is premised, or of similar actions directed against
19 Plaintiff about which Plaintiff is presently unaware, and which directly and proximately caused injury
20 and damages to Plaintiff, including but not limited to; (a) persons involved in the design, manufacture,
21 distribution and placement into the stream of commerce of an unreasonably dangerous and unfit
22 product that caused damages and injuries to Plaintiff, and which are strictly liable under products
23 liability law; and (b) known witnesses whose particular culpability is not known at this time but may
24 be made known once the true facts are learned. As the specific identities are revealed through
25 discovery, the DOE and ROE CORPORATION appellations will be replaced to identify these parties
26
27
28

1 by their true names and capacities. Hereinafter, referenced to as Defendant or Defendants includes
2 DOES and ROE CORPORATIONS and each of them.

3 5. That said DOE and ROE CORPORATIONS Defendants are the employees,
4 manufacturers, designers, component part manufacturers, installers, owners, distributors, repairers,
5 maintainers, warned for use, retailers, and/or warrantors of the defective product as set forth herein.
6

7 6. Plaintiff is informed and believes and thereon alleges that at all times relevant herein,
8 Defendants, and each of them, were the agents and/or servants and/or employees and/or partners
9 and/or joint venture partners and/or employers of the remaining Defendants and were acting within the
10 course and scope of such agency, employment, partnership or joint venture and with the knowledge
11 and consent of the remaining Defendants.
12

13 II.

14 JURISDICTION

15 7. That all the facts and circumstances that give rise to the subject lawsuit occurred within
16 the County of Clark, State of Nevada.
17

18 8. Nevada Courts hold personal jurisdiction over the Defendants, and each of them,
19 pursuant to the Defendants, and each of them, purposeful contacts with the State of Nevada.
20

21 9. Venue in the Eighth Judicial District Court, in and for the County of Clark, State of
22 Nevada, is proper pursuant to NRS 13.040.

23 III.

24 STATEMENT OF FACTS

25 10. Plaintiff repeats, realleges and incorporates herein by this reference, paragraphs 1
26 through 6 of PARTIES and paragraphs 7 through 9 of JURISDICTION, as though fully set forth
27 herein and further alleges:
28

1 11. On or about 2019, Plaintiff purchased a Sunbeam heating pad for use on her upper
2 right back to ease the pain and discomfort she was experiencing. Plaintiff set the heating pad on its
3 lowest temperature setting as well as set the heating pad to turn off and on in twenty (20) minute
4 increments while the product was being used.
5

6 12. On or about April 19, 2019, on completion of a heating session on Plaintiff's back,
7 Plaintiff discovered a large second degree burn to her right upper back culminating in a massive blister
8 on her back requiring medical attention and medication.
9

10 13. Plaintiff, after discovering the second degree burn and blister, contacted Defendants
11 and each of them, to put them on notice of the subject incident. Plaintiff never received a response
12 from any of the Defendants.
13

14 14. As a direct result of the negligence of Defendants, and each of them, Plaintiff sustained
15 physical injury, damages and disfigurement which may permanent and disabling in nature.
16

17 15. As a result of the above-mentioned injury, Plaintiff was required and may yet be
18 required to seek medical care and treatment.
19

20 16. As a direct and proximate result of the negligence of Defendants SUNBEAM,
21 NEWELL, and DOE and ROE Defendants, and each of them, Plaintiff had limited occupational and
22 recreational activities which have caused and shall continue to cause Plaintiff loss of earning capacity,
23 lost wages, physical impairment, mental anguish, and loss of enjoyment of life, in a presently
unascertainable amount.

24 17. Plaintiff has been required to retain the services of counsel to protect her interests and
25 therefore, Plaintiff is entitled to an award of reasonable attorney's fees.
26

27 ...

28 ...

IV.

FIRST CAUSE OF ACTION*Negligence as to All Defendants*

18. Plaintiff repeats and realleges and incorporates herein by reference paragraphs 1 through 6 of PARTIES, paragraphs 7 through 9 of JURISDICTION, and paragraphs 10 through 17 of the STATEMENT OF FACTS as though fully set forth herein and further allege:

19. Defendants, and each of them, owed a duty to Plaintiff, and others similarly situated, to ensure their product, particularly the Sunbeam heating pad was properly functioning and safe for use by the end consumer.

20. Defendants, and each of them, while in the course and scope of their employment and/or agency with other Defendants, negligently failed to warn Plaintiff of safety hazards which resulted in Plaintiff's injuries and damages.

21. Defendants, and each of them, knew or should have known that unreasonably dangerous conditions existed with the Sunbeam heating pad, being used by Plaintiff, namely the ability to receive severe burns.

22. Defendants owed a duty of due care to Plaintiff, and others similarly situated, in the design, testing, manufacture, installation, assembly, marketing, instructions for use and warnings for the Sunbeam heating pad.

23. Defendants breached their duty of due care by their negligent, careless, wanton, willful, and indifferent failure to act including, but not limited to the negligent and improper design, testing, manufacture, installation assembly, instructions for use and warnings for the Sunbeam heating pad.

...

V.

26. Plaintiff repeats and realleges and incorporates herein by reference paragraphs 1 through 6 of PARTIES, paragraphs 7 through 9 of JURISDICTION, paragraphs 10 through 17 of the STATEMENT OF FACTS and paragraphs 18 through 25 of the FIRST CAUSE OF ACTION, as though fully set forth herein and further alleges:

28. Upon information and belief, Defendants, and each of them, sold the defective Sunbeam heating pad and failed to warn Plaintiff of the hazards of the use of the subject product.

30. The defect, which rendered the heating pad unreasonably dangerous, existed at the time the subject product and its component parts left the care, custody and control of the above-named Defendants and each of them.

1 31. The Defendants, and each of them, knew or should have known of the Sunbeam
2 product's defect which rendered it unreasonably dangerous at the time of placing the product into the
3 stream of commerce and failed to undertake measures to prohibit it from entering into the stream of
4 commerce and into the hands of users in the State of Nevada, including warnings of the risks for
5 product failure, proper use and maintenance of the product and proper inspection of the product for
6 potential hazards and/or defects.
7

8 32. The subject Sunbeam product was defective due to Defendants, and each of them,
9 failure to warn of the potential dangers associated with using said heating pad.
10

11 33. The Sunbeam heating pad was defective due to a manufacturers' defect, design defect,
12 or defect due to lack of adequate warnings.

13 34. The heating pad was defective as a result of its design which rendered the product
14 unreasonably dangerous.
15

16 35. The Sunbeam heating pad was unreasonably dangerous and defective because it lacked
17 suitable and adequate warnings concerning its safe and proper use which rendered the product
18 unreasonably dangerous.
19

20 36. The Defendants, and each of them, failed to perform in the manner reasonably expected
21 in light of its nature and intended function and was more dangerous than would be contemplated by
22 the ordinary user, including Plaintiff having the ordinary knowledge available in the community,
23 which rendered the product unreasonably dangerous.

24 37. Defendants', and each of them's, failure to warn was a proximate cause of Plaintiff's
25 injuries.
26

27 38. The Defendants, and each of them's, products' manufacturing and/or design defect was
28 the proximate cause of Plaintiff's injuries and damages.

39. The Defendants, and each of them, conduct was the direct and proximate cause of Plaintiff's injuries and damages.

40. The Defendants, and each of them, are strictly liable to the Plaintiff jointly and severally for the damages she has and may continue to sustain which are in excess of FIFTEEN THOUSAND DOLLARS (\$15,000).

41. Plaintiff has been required to retain the services of counsel to protect her interests in this action, and therefore, Plaintiff is entitled to reasonable attorney's fees and costs of suit.

VI.

THIRD CAUSE OF ACTION

Breach of Express Warranties

42. Plaintiff repeats, realleges and incorporates herein by reference paragraphs I through 6 of PARTIES, paragraphs 7 through 9 of JURISDICTION, paragraphs 10 through 17 of the STATEMENT OF FACTS, paragraphs 18 through 25 of the FIRST CAUSE OF ACTION and paragraphs 26 through 41 of the SECOND CAUSE OF ACTION as though fully set forth herein and further alleges:

43. Defendants, and each of them, expressly warranted that the SUNBEAM heating pad was free from defects and was safe for consumer use.

44. Defendants, and each of them breached the express warranties, which breaches were the proximate and legal cause of the failure of the SUNBEAM heating pad.

45. Plaintiff sustained injuries and damages as a direct result of the Defendants' breach of the express warranties in a sum in excess of FIFTEEN THOUSAND DOLLARS (\$15,000).

46. Plaintiff has been required to retain counsel to protect her interests and therefore Plaintiff is entitled to an award of reasonable attorney's fees and costs of suit.

VII.

FOURTH CAUSE OF ACTION***Breach of Implied Warranty of Fitness for a Particular Purpose***

47. Plaintiff repeats and realleges and incorporates herein by this reference, paragraphs 1 through 6 of PARTIES, paragraphs 7 through 9 of JURISDICTION, paragraphs 10 through 17 of the STATEMENT OF FACTS, paragraphs 18 through 25 of the FIRST CAUSE OF ACTION, paragraphs 26 through 41 of the SECOND CAUSE OF ACTION, and paragraphs 42 through 46 of the THIRD CAUSE OF ACTION as through fully set forth herein and further alleges:

48. At all times referenced herein, Plaintiff purchased a Sunbeam heating pad for her personal use.

49. Defendants, and each of them, impliedly warranted the Sunbeam heating pad was fit to be used for a particular purpose and was safe for use.

50. Defendants, and each of them, had reason to know the particular purpose for which the Sunbeam heating pad would be used, and Plaintiff was relying on Defendants skill and judgment to provide a suitable product.

51. Defendants, and each of them, implicitly warranted the Sunbeam heating pad was fit for the particular purpose for which it was required and that it was safe for Plaintiff to use in the manner contemplated.

52. Defendants, and each of them, breached their implied warranty of fitness for a particular purpose, and said breach was the proximate and legal cause of the failure of the Sunbeam heating pad.

...

...

55. Plaintiff has been required to retain counsel to protect her interests and, therefore, Plaintiff is entitled to an award of reasonable attorney's fees and costs of suit.

FIFTH CAUSE OF ACTION

56. Plaintiff repeats, realleges and incorporates herein by this reference, paragraphs 1 through 6 of PARTIES, paragraphs 7 through 9 of JURISDICTION, paragraphs 10 through 17 of the STATEMENT OF FACTS, paragraphs 18 through 25 of the FIRST CAUSE OF ACTION, paragraphs 26 through 41 of the SECOND CAUSE OF ACTION, paragraphs 42 through 46 of the THIRD CAUSE OF ACTION and paragraphs 47 through 55 of the FOURTH CAUSE OF ACTION as though fully set forth herein, and further alleges:

58. At the time of the purchase of the Sunbeam heating pad by Plaintiff, Defendant Sunbeam was in the business of selling such heating pads to retail buyers such as Plaintiff.

Page 10 of 13

60. Defendants, and each of them, breached the implied warranty of merchantability, and their breach of warranty was the proximate and legal cause of the failure of the SUNBEAM heating pad.

61. Plaintiff sustained injuries and damages as a result of Defendants' breach in a sum in excess of FIFTEEN THOUSAND DOLLARS (\$15,000).

62. Plaintiff has been required to retain the services of counsel to protect her interests and therefore she is entitled to an award of reasonable attorney's fees and costs.

IX.

PUNITIVE DAMAGES
As to all Defendants

63. Plaintiff repeats, realleges and incorporates herein by reference, paragraphs 1 through 6 of PARTIES, paragraphs 7 through 9 of JURISDICTION, paragraphs 10 through 17 of the STATEMENT OF FACTS, paragraphs 18 through 25 of the FIRST CAUSE OF ACTION, paragraphs 26 through 41 of the SECOND CAUSE OF ACTION, paragraphs 42 through 46 of the THIRD CAUSE OF ACTION, paragraphs 47 through 55 of the FOURTH CAUSE OF ACTION, and paragraphs 56 through 62 of the FIFTH CAUSE OF ACTION and further alleges:

64. The Defendants, and each of them, knew or should have known of the Subbeam's product's defect which rendered it unreasonably dangerous at the time of placing the subject product into the stream of commerce and failed to undertake measures to prohibit it from entering into the stream of commerce and into the hands of users in the State of Nevada, including warnings of the risks for product failure, proper use and maintenance of the product and proper inspection of the product for potential hazards and/or defects.

• • •

• • •

1 65. Defendants, and each of their conduct was wrongful because Defendants engaged in
2 oppression, malice and with a conscious disregard toward individuals like Plaintiff who purchased and
3 used the Sunbeam heating pad.
4

5 66. Specifically, Defendants marketed the Sunbeam heating pad to consumers like Plaintiff
6 who are in significant pain, anguish and suffering.

7 67. Defendants, and each of them, market the SUNBEAM heating pad to the end
8 consumers implying the consumer will feel better with every use and it will make the user's
9 experience a pain and stress reducing pleasure.
10

11 68. As a result of the Defendants, and each of them, actions as set forth herein, Plaintiff has
12 suffered injuries and damages in a sum in excess of FIFTEEN THOUSAND DOLLARS (\$15,000)
13 and punitive damages in a sum to be determined in excess of FIFTEEN THOUSAND DOLLARS
14 (\$15,000).
15

16 WHEREFORE, Plaintiff respectfully prays for Judgment against the Defendants, and each of
17 them, as follows

- 18 1. General damages in an amount in excess of \$15,000.00,
- 19 2. Compensatory damages in an amount in excess of \$15,000.00,
- 20 3. Special damages for Plaintiff in an amount in excess of \$15,000.00,
- 21 4. For punitive damages,
- 22 5. For reasonable attorney's fees and costs,
- 23 6. For interest at the statutory rate, and
24

25 ...

26 ...

27 ...

DATED this 8th day of March 2021.

Clark Seegmiller, Esq.
CLARK SEEGMILLER, ESQ.
Nevada Bar No. 11087
801 South Fourth Street
Las Vegas, Nevada 89101
Attorneys for Plaintiff

EXHIBIT B

EXHIBIT B



Notice of Service of Process

null / ALL
Transmittal Number: 23206762
Date Processed: 05/17/2021

Primary Contact: Marc P. Clements
Jarden Corporation
3600 North Hyrdaulic Street
Wichita, KS 67219-3812

Entity:	Newell Brands Inc. Entity ID Number 0100757
Entity Served:	Newell Brands
Title of Action:	Christine Layton vs. Sunbeam Products, Inc
Matter Name/ID:	Christine Layton vs. Sunbeam Products Inc (11232682)
Document(s) Type:	Summons/Complaint
Nature of Action:	Product Liability
Court/Agency:	Clark County District Court, NV
Case/Reference No:	A-21-830737-C
Jurisdiction Served:	Massachusetts
Date Served on CSC:	05/13/2021
Answer or Appearance Due:	20 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Clark Seegmiller 702-444-4444

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

SEI

CLARK SEEGMILLER, ESQ.
Nevada Bar No. 3873

RICHARD HARRIS LAW FIRM

801 South Fourth Street

Las Vegas, Nevada 89101

Telephone: (702) 444-4444

Facsimile: (702) 444-4455

Email: clark@richardharrislaw.com

Attorneys for Plaintiff.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

A TRUE COPY ATTEST
[Signature]
Process Server & Disinterested Person

5/13/2021

CHRISTINE LAYTON, AN INDIVIDUAL,

Plaintiff,

vs.

SUNBEAM PRODUCTS, INC., A FOREIGN
CORPORATION, ~~NEWELL BRANDS~~, A
FOREIGN CORPORATION, DOES 1
THROUGH 10, INCLUSIVE and ROE
CORPORATIONS 1 THROUGH 10,
INCLUSIVE.

Defendants.

CASE NO: A-21-830737-C
CASE NO.:
DEPT NO.: Department 29

SUMMONS

NOTICE: YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT:

~~NEWELL BRANDS~~

221 River Street

Hoboken, New Jersey 07030

A civil complaint has been filed by the plaintiff(s) against you for the relief set forth in the complaint. If you intend to defend this lawsuit, within 20 days after this summons is served on you exclusive of the day of service, you must do the following:

- a. File with the clerk of this court, whose address is shown below, a formal written response to the complaint in accordance with the rules of the court.
- b. Serve a copy of your response upon the attorney at the address as shown above.

RICHARD HARRIS
LAW FIRM

1 Unless you respond, a default against you will be entered upon application of the plaintiff(s) and this
2 court may enter a judgment against you for the relief demanded in the complaint, which could result in the
3 taking of money or property or other relief requested. If you intend to seek the advice of an attorney in this
4 matter, you should do so promptly so that your response may be filed on time.

5 Issued at the direction of:

STEVEN D. GRIERSON, CLERK OF THE COURT

6 /s/ Clark Seegmiller

7 Clark Seegmiller, Esq.
8 Nevada Bar No. 3873

By:

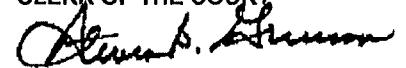
Robyn Rodriguez
DEPUTY CLERK
Robyn Rodriguez

3/9/2021

Date



Electronically Filed
3/8/2021 6:11 PM
Steven D. Grierson
CLERK OF THE COURT



1 **COMP**
2 CLARK SEEGMILLER, ESQ.
3 Nevada Bar No. 3873
4 **RICHARD HARRIS LAW FIRM**
5 801 South Fourth Street
6 Las Vegas, NV 89101
7 Telephone: (702) 444-4444
8 Facsimile: (702) 444-4455
9 Email: Clark@richardharrislaw.com
10 *Attorneys for Plaintiff*

CASE NO: A-21-830737-C
Department 29

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

11 CHRISTINE LAYTON, AN INDIVIDUAL,
12
13 Plaintiff,

CASE NO.
DEPT. NO.

COMPLAINT

14 vs.

15 SUNBEAM PRODUCTS, INC, A FOREIGN
16 CORPORATION, NEWELL BRANDS, A
17 FOREIGN CORPORATION, DOES 1
18 THROUGH 10, INCLUSIVE and ROE
19 CORPORATIONS 1 THROUGH 10,
20 INCLUSIVE,

21 Defendants.

22 COMES NOW, Plaintiff, CHRISTINE LAYTON, AN INDIVIDUAL, by and through her
23 counsel of record, CLARK SEEGMILLER, ESQ. of the RICHARD HARRIS LAW FIRM and for her
24 causes of action against the Defendants, and each of them, complains and alleges as follows:

25 **I.**

26 **PARTIES**

27 1. At all times relevant to these proceedings, Plaintiff, CHRISTINE LAYTON, an
28 individual, (hereinafter referred to as "Plaintiff") was and is a resident of the County of Clark, State
of Nevada.

1 2. Upon information and belief, at all times referenced herein, Defendant SUNBEAM
2 PRODUCTS, INC. (hereinafter referred to as "Sunbeam") was and is a foreign corporation duly
3 organized and existing to do business in the State of Nevada and a subsidiary of DEFENDANT,
4 NEWELL BRANDS and was doing business in the County of Clark, State of Nevada.
5

6 3. Upon information and belief, at all times referenced herein, Defendant NEWELL
7 BRANDS, (hereinafter referred to as "Newell") was and is foreign corporation duly organized and
8 existing to do business in the State of Nevada and was doing business in the County of Clark, State of
9 Nevada. Further, upon information and belief, Newell was and is a global manufacturer or distributor
10 of Sunbeam branded heating pad products for the residential, commercial and industrial market and
11 who markets its products to persons who have pain and physical limitations.
12

13 4. Pursuant to NRCP 10(a) and *Nurenberger Hercules-Wreke GMBH v. Virostek*, 107 Nev.
14 873, 822 P.2d 1100 (1991), the identity of resident and non-resident Defendants designated herein as
15 DOES 1 through 10, inclusive and ROE CORPORATIONS 1 through 10, inclusive, are presently
16 unknown to Plaintiff. Upon information and belief these ROE and DOE CORPORATION Defendants,
17 and each of them, were involved in the initiation, approval, support, or execution of one or more of the
18 wrongful acts or omissions upon which this action is premised, or of similar actions directed against
19 Plaintiff about which Plaintiff is presently unaware, and which directly and proximately caused injury
20 and damages to Plaintiff, including but not limited to; (a) persons involved in the design, manufacture,
21 distribution and placement into the stream of commerce of an unreasonably dangerous and unfit
22 product that caused damages and injuries to Plaintiff, and which are strictly liable under products
23 liability law; and (b) known witnesses whose particular culpability is not known at this time but may
24 be made known once the true facts are learned. As the specific identities are revealed through
25 discovery, the DOE and ROE CORPORATION appellations will be replaced to identify these parties
26
27
28

1 by their true names and capacities. Hereinafter, referenced to as Defendant or Defendants includes
2 DOES and ROE CORPORATIONS and each of them.

3 5. That said DOE and ROE CORPORATIONS Defendants are the employees,
4 manufacturers, designers, component part manufacturers, installers, owners, distributors, repairers,
5 maintainers, warned for use, retailers, and/or warrantors of the defective product as set forth herein.
6

7 6. Plaintiff is informed and believes and thereon alleges that at all times relevant herein,
8 Defendants, and each of them, were the agents and/or servants and/or employees and/or partners
9 and/or joint venture partners and/or employers of the remaining Defendants and were acting within the
10 course and scope of such agency, employment, partnership or joint venture and with the knowledge
11 and consent of the remaining Defendants.
12

13 **II.**

14 **JURISDICTION**

15 7. That all the facts and circumstances that give rise to the subject lawsuit occurred within
16 the County of Clark, State of Nevada.
17

18 8. Nevada Courts hold personal jurisdiction over the Defendants, and each of them,
19 pursuant to the Defendants, and each of them, purposeful contacts with the State of Nevada.
20

21 9. Venue in the Eighth Judicial District Court, in and for the County of Clark, State of
22 Nevada, is proper pursuant to NRS 13.040.

23 **III.**

24 **STATEMENT OF FACTS**

25 10. Plaintiff repeats, realleges and incorporates herein by this reference, paragraphs 1
26 through 6 of PARTIES and paragraphs 7 through 9 of JURISDICTION, as though fully set forth
27 herein and further alleges:
28

1 11. On or about 2019, Plaintiff purchased a Sunbeam heating pad for use on her upper
2 right back to ease the pain and discomfort she was experiencing. Plaintiff set the heating pad on its
3 lowest temperature setting as well as set the heating pad to turn off and on in twenty (20) minute
4 increments while the product was being used.
5

6 12. On or about April 19, 2019, on completion of a heating session on Plaintiff's back,
7 Plaintiff discovered a large second degree burn to her right upper back culminating in a massive blister
8 on her back requiring medical attention and medication.
9

10 13. Plaintiff, after discovering the second degree burn and blister, contacted Defendants
11 and each of them, to put them on notice of the subject incident. Plaintiff never received a response
12 from any of the Defendants.

13 14. As a direct result of the negligence of Defendants, and each of them, Plaintiff sustained
14 physical injury, damages and disfigurement which may permanent and disabling in nature.
15

16 15. As a result of the above-mentioned injury, Plaintiff was required and may yet be
17 required to seek medical care and treatment.

18 16. As a direct and proximate result of the negligence of Defendants SUNBEAM,
19 NEWELL, and DOE and ROE Defendants, and each of them, Plaintiff had limited occupational and
20 recreational activities which have caused and shall continue to cause Plaintiff loss of earning capacity,
21 lost wages, physical impairment, mental anguish, and loss of enjoyment of life, in a presently
22 unascertainable amount.
23

24 17. Plaintiff has been required to retain the services of counsel to protect her interests and
25 therefore, Plaintiff is entitled to an award of reasonable attorney's fees.
26

27 ...

28 ...

IV.

FIRST CAUSE OF ACTION

Negligence as to All Defendants

18. Plaintiff repeats and realleges and incorporates herein by reference paragraphs 1 through 6 of PARTIES, paragraphs 7 through 9 of JURISDICTION, and paragraphs 10 through 17 of the STATEMENT OF FACTS as though fully set forth herein and further allege:

19. Defendants, and each of them, owed a duty to Plaintiff, and others similarly situated, to ensure their product, particularly the Sunbeam heating pad was properly functioning and safe for use by the end consumer.

20. Defendants, and each of them, while in the course and scope of their employment and/or agency with other Defendants, negligently failed to warn Plaintiff of safety hazards which resulted in Plaintiff's injuries and damages.

21. Defendants, and each of them, knew or should have known that unreasonably dangerous conditions existed with the Sunbeam heating pad, being used by Plaintiff, namely the ability to receive severe burns.

22. Defendants owed a duty of due care to Plaintiff, and others similarly situated, in the design, testing, manufacture, installation, assembly, marketing, instructions for use and warnings for the Sunbeam heating pad.

23. Defendants breached their duty of due care by their negligent, careless, wanton, willful, and indifferent failure to act including, but not limited to the negligent and improper design, testing, manufacture, installation assembly, instructions for use and warnings for the Sunbeam heating pad.

...

V.

26. Plaintiff repeats and realleges and incorporates herein by reference paragraphs 1 through 6 of PARTIES, paragraphs 7 through 9 of JURISDICTION, paragraphs 10 through 17 of the STATEMENT OF FACTS and paragraphs 18 through 25 of the FIRST CAUSE OF ACTION, as though fully set forth herein and further alleges:

28. Upon information and belief, Defendants, and each of them, sold the defective Sunbeam heating pad and failed to warn Plaintiff of the hazards of the use of the subject product.

29. At the time of the subject incident, the Sunbeam heating pad had a design and/or manufacturing defect that rendered the product unreasonably dangerous.

30. The defect, which rendered the heating pad unreasonably dangerous, existed at the time the subject product and its component parts left the care, custody and control of the above-named Defendants and each of them.

1 31. The Defendants, and each of them, knew or should have known of the Sunbeam
2 product's defect which rendered it unreasonably dangerous at the time of placing the product into the
3 stream of commerce and failed to undertake measures to prohibit it from entering into the stream of
4 commerce and into the hands of users in the State of Nevada, including warnings of the risks for
5 product failure, proper use and maintenance of the product and proper inspection of the product for
6 potential hazards and/or defects.
7

8 32. The subject Sunbeam product was defective due to Defendants, and each of them,
9 failure to warn of the potential dangers associated with using said heating pad.
10

11 33. The Sunbeam heating pad was defective due to a manufacturers' defect, design defect,
12 or defect due to lack of adequate warnings.

13 34. The heating pad was defective as a result of its design which rendered the product
14 unreasonably dangerous.
15

16 35. The Sunbeam heating pad was unreasonably dangerous and defective because it lacked
17 suitable and adequate warnings concerning its safe and proper use which rendered the product
18 unreasonably dangerous.

19 36. The Defendants, and each of them, failed to perform in the manner reasonably expected
20 in light of its nature and intended function and was more dangerous than would be contemplated by
21 the ordinary user, including Plaintiff having the ordinary knowledge available in the community,
22 which rendered the product unreasonably dangerous.
23

24 37. Defendants', and each of them's, failure to warn was a proximate cause of Plaintiff's
25 injuries.
26

27 38. The Defendants, and each of them's, products' manufacturing and/or design defect was
28 the proximate cause of Plaintiff's injuries and damages.

39. The Defendants, and each of them, conduct was the direct and proximate cause of Plaintiff's injuries and damages.

40. The Defendants, and each of them, are strictly liable to the Plaintiff jointly and severally for the damages she has and may continue to sustain which are in excess of FIFTEEN THOUSAND DOLLARS (\$15,000).

41. Plaintiff has been required to retain the services of counsel to protect her interests in this action, and therefore, Plaintiff is entitled to reasonable attorney's fees and costs of suit.

VI.

THIRD CAUSE OF ACTION ***Breach of Express Warranties***

42. Plaintiff repeats, realleges and incorporates herein by reference paragraphs 1 through 6 of PARTIES, paragraphs 7 through 9 of JURISDICTION, paragraphs 10 through 17 of the STATEMENT OF FACTS, paragraphs 18 through 25 of the FIRST CAUSE OF ACTION and paragraphs 26 through 41 of the SECOND CAUSE OF ACTION as though fully set forth herein and further alleges:

43. Defendants, and each of them, expressly warranted that the SUNBEAM heating pad was free from defects and was safe for consumer use.

44. Defendants, and each of them breached the express warranties, which breaches were the proximate and legal cause of the failure of the SUNBEAM heating pad.

45. Plaintiff sustained injuries and damages as a direct result of the Defendants' breach of the express warranties in a sum in excess of FIFTEEN THOUSAND DOLLARS (\$15,000).

46. Plaintiff has been required to retain counsel to protect her interests and therefore Plaintiff is entitled to an award of reasonable attorney's fees and costs of suit.

VII.

FOURTH CAUSE OF ACTION***Breach of Implied Warranty of Fitness for a Particular Purpose***

47. Plaintiff repeats and realleges and incorporates herein by this reference, paragraphs 1 through 6 of PARTIES, paragraphs 7 through 9 of JURISDICTION, paragraphs 10 through 17 of the STATEMENT OF FACTS, paragraphs 18 through 25 of the FIRST CAUSE OF ACTION, paragraphs 26 through 41 of the SECOND CAUSE OF ACTION, and paragraphs 42 through 46 of the THIRD CAUSE OF ACTION as through fully set forth herein and further alleges:

48. At all times referenced herein, Plaintiff purchased a Sunbeam heating pad for her personal use.

49. Defendants, and each of them, impliedly warranted the Sunbeam heating pad was fit to be used for a particular purpose and was safe for use.

50. Defendants, and each of them, had reason to know the particular purpose for which the Sunbeam heating pad would be used, and Plaintiff was relying on Defendants skill and judgment to provide a suitable product.

51. Defendants, and each of them, implicitly warranted the Sunbeam heating pad was fit for the particular purpose for which it was required and that it was safe for Plaintiff to use in the manner contemplated.

52. Defendants, and each of them, breached their implied warranty of fitness for a particular purpose, and said breach was the proximate and legal cause of the failure of the Sunbeam heating pad.

...

...

54. As a direct and proximate result of the Defendant's, and each of them, breach of the implied warranty, Plaintiff has suffered injuries and damages in a sum in excess of FIFTEEN THOUSAND DOLLARS (\$15,000).

55. Plaintiff has been required to retain counsel to protect her interests and, therefore, Plaintiff is entitled to an award of reasonable attorney's fees and costs of suit.

55. Plaintiff has been required to retain counsel to protect her interests and, therefore, Plaintiff is entitled to an award of reasonable attorney's fees and costs of suit.

VIII.

FIFTH CAUSE OF ACTION

Breach of Implied Warranty of Merchantability

56. Plaintiff repeats, realleges and incorporates herein by this reference, paragraphs 1 through 6 of PARTIES, paragraphs 7 through 9 of JURISDICTION, paragraphs 10 through 17 of the STATEMENT OF FACTS, paragraphs 18 through 25 of the FIRST CAUSE OF ACTION, paragraphs 26 through 41 of the SECOND CAUSE OF ACTION, paragraphs 42 through 46 of the THIRD CAUSE OF ACTION and paragraphs 47 through 55 of the FOURTH CAUSE OF ACTION as though fully set forth herein, and further alleges:

57. Plaintiff bought the consumer product Sunbeam heating pad, manufactured by Defendant Sunbeam and marketed by Defendant Newell.

58. At the time of the purchase of the Sunbeam heating pad by Plaintiff, Defendant Sunbeam was in the business of selling such heating pads to retail buyers such as Plaintiff.

59. At the time Plaintiff purchased the heating pad, the Sunbeam heating pad was not fit for the ordinary purposes for which the product is to be used.

1 65. Defendants, and each of their conduct was wrongful because Defendants engaged in
2 oppression, malice and with a conscious disregard toward individuals like Plaintiff who purchased and
3 used the Sunbeam heating pad.

4
5 66. Specifically, Defendants marketed the Sunbeam heating pad to consumers like Plaintiff
6 who are in significant pain, anguish and suffering.

7 67. Defendants, and each of them, market the SUNBEAM heating pad to the end
8 consumers implying the consumer will feel better with every use and it will make the user's
9 experience a pain and stress reducing pleasure.

10
11 68. As a result of the Defendants, and each of them, actions as set forth herein, Plaintiff has
12 suffered injuries and damages in a sum in excess of FIFTEEN THOUSAND DOLLARS (\$15,000)
13 and punitive damages in a sum to be determined in excess of FIFTEEN THOUSAND DOLLARS
14 (\$15,000).

15
16 WHEREFORE, Plaintiff respectfully prays for Judgment against the Defendants, and each of
17 them, as follows

- 18 1. General damages in an amount in excess of \$15,000.00,
19 2. Compensatory damages in an amount in excess of \$15,000.00,
20 3. Special damages for Plaintiff in an amount in excess of \$15,000.00,
21 4. For punitive damages,
22 5. For reasonable attorney's fees and costs,
23 6. For interest at the statutory rate, and
24

25 ...

26 ...

27 ...

28 ...

1 7. For such other and further relief as the Court may deem just and proper in the premises.

2 DATED this 8th day of March 2021.

3
4 **RICHARD HARRIS LAW FIRM**

5 Clark Seegmiller, Esq.

6 CLARK SEEGMILLER, ESQ.

7 Nevada Bar No. 11087

8 801 South Fourth Street

9 Las Vegas, Nevada 89101

10 Attorneys for Plaintiff